

The Solicitors Journal.

LONDON, SEPTEMBER 5, 1885.

CURRENT TOPICS.

MR. JUSTICE SMITH will not sit to hear cases in the Chancery Division after the 8th of September. Mr. Justice MATHEW will act as Vacation Judge after next week, and will probably sit in court for the first time on the 15th inst.

THE VACATION BUSINESS of the Chancery Division appears to be heavier than usual, so much so that Mr. Justice SMITH has found it necessary to sit on three days this week. The business consists principally of applications for orders to restrain trespass or nuisance or breach of covenant, but there have been several applications for winding up companies which have to be heard at considerable length. While the learned judge hears these cases with extreme patience, he shows an anxiety to clear off the current work so as to leave no arrears for Mr. Justice MATHEW, who takes the second portion of the Vacation.

THE QUESTION RAISED in the case of *Romano v. Hodges* (*ante*, p. 707) is one of considerable interest to that large number of house owners in London and large towns who let off a portion of a house either for business or other purposes. The simple point is whether an owner who lets rooms for occupation lets, not only the inside, but the outside, of the walls of those rooms. The case before the court rested on the terms of a contract containing no exception of the outside walls, which the defendant, the tenant, had covered with large "posters." Where there are no written terms of letting, the owner has the remedy in his own hands by terminating the tenancy, but when an agreement is entered into it, will be necessary in future to specify that the tenant has no right to any use of the outside walls.

THE REPORTS of the recent Birmingham Assizes, at which sixty-three causes were entered for trial, and which lasted through the greater part of August, will almost recall the "golden age" of Croydon and Guildford, when the Surrey Summer Assize was practically an additional London sitting, and members of the Home Circuit did not look for their vacation until August was at an end. The advantage, however, derived by the members of the Oxford and Midland Circuits from the establishment of an additional assize town will have been counterbalanced by the delay caused by there being only one judge at Birmingham during the latter part of the assizes. The daily newspapers do not state to what extent Mr. Justice DAY was assisted by Commissioners of Assize, but on the 19th of August Mr. Justice SMITH was compelled to return to London to attend to the Vacation business. Birmingham is undoubtedly a place where the attendance of two judges throughout the Assizes is an absolute necessity, and there must have been something defective in the arrangements which allotted a share in the circuit business of that town to a judge who was due in London as soon as the Long Vacation began.

IN VIEW of the recent newspaper discussion as to the justification of "political lying" between electors and canvassers, it may be of interest to notice the provisions of the Corrupt and Illegal Practices Prevention Act, 1883 (46 & 47 Vict. c. 51), as to intimidation and undue influence. Section 2 enacts that "every person who shall directly or indirectly, by himself or by any other

person on his behalf, make use of, or threaten to make use of, any force, violence, or restraint, or inflict, or threaten to inflict, by himself or by any other person, any temporal or spiritual injury, damage, harm, or loss upon or against any person in order to induce or compel such person to vote or refrain from voting, or on account of such person having voted or refrained from voting, at any election, or who shall by abduction, duress, or any other fraudulent device or contrivance impede or prevent the free exercise of the franchise of any elector, or shall thereby compel, induce, or prevail upon any elector either to give, or to refrain from giving, his vote at any election, shall be guilty of *undue influence*." By section 3, "corrupt practice" is to include "undue influence," as defined by the Act, and a corrupt practice under the Act is to be a corrupt practice within the Parliamentary Elections Act, 1868 (31 & 32 Vict. c. 125). It will be seen that the 2nd section extends the definition of undue influence contained in the 5th section of the Corrupt Practices Prevention Act, 1854 (17 & 18 Vict. c. 102) which the present Act repeals, by including the exercise of threats of spiritual, as well as of temporal, injury. By section 6, a person committing any corrupt practice other than personation is to be guilty of a misdemeanor, punishable with imprisonment for not more than one year, or with a fine of not more than £200, and is to be disqualified for a period of seven years from the date of his conviction from being registered as an elector or voting at an election, from holding any public or judicial office, or from being elected a member of Parliament.

A QUESTION was raised in the Mayor's Court last Tuesday as to the proper mode of stamping a post-dated cheque. Post-dated cheques have been, in many cases, held to be virtually bills of exchange, and liable as such to *ad valorem* stamps. Section 48 of the Stamp Act, 1870 (33 & 34 Vict. c. 97), lays down that the term "bill of exchange" includes a cheque; and, by the schedule to the Act, the stamp upon a bill of exchange or promissory note for an amount not exceeding £5 is to be one penny. Section 23 provides that, except where express provision is made to the contrary, all duties are to be denoted by impressed stamps only; but, by section 50, "the fixed duty of one penny on a bill of exchange for the payment of money on demand may be denoted by an adhesive stamp." In the recent Mayor's Court action, the dishonoured cheque which was sued upon was for £5; it was drawn on the 29th of April, but bore date the 2nd of May; and it had an ordinary adhesive penny stamp upon it. The defendant's counsel objected that, although the stamp was sufficient, so far as regarded the amount, the document was, in effect, a bill of exchange, which required an impressed stamp, and that an adhesive penny stamp was not available for the purpose of its being used as evidence. The Common Serjeant held that the cheque was properly stamped, but gave the defendant leave to move; and in view of the words of section 50 of the Stamp Act, which expressly permits the use of an ordinary revenue stamp when the duty payable is only a penny, there can be no doubt as to the correctness of his ruling. In *Gatty v. Fry* (25 W. R. 305, L. R. 2 Ex. D. 265), a post-dated cheque for £20 10s. was held to be admissible in evidence, although it bore only a penny stamp, on the ground that it was not the less payable "on demand," because the liability to pay had been postponed.

THE 20TH SECTION of the new Criminal Law Amendment Act (48 & 49 Vict. c. 69), which permits a person charged with an offence under that Act, or under certain specified sections of the 24 & 25 Vict. c. 100, or the wife or husband of any such person, to be examined as a witness on his or her own behalf, was put in force last week at the Middlesex Sessions, when a prisoner who

was charged with indecently assaulting three little girls was sworn and gave evidence. His testimony was given in support of that of other witnesses who had been called on his behalf to establish an *alibi*; but, in the result, he was convicted, and received a severe sentence. It is to be observed that the new statute renders the prisoner a "competent but not compellable" witness, so that his appearance in the witness-box was purely voluntary, and that the new Act does not in any way exempt such a witness from cross-examination. The Legislature has now introduced so many exceptions to the rule which renders an accused person incompetent to give evidence, that the removal of the general disqualification can hardly fail to be one of the earliest achievements of the new Parliament. It may be remarked that the Criminal Evidence Bill introduced by the late Government during last session rendered the defendant in a criminal proceeding, and his or her wife or husband, a competent witness, and, if called, liable to cross-examination and re-examination in the ordinary way; while Lord BRAMWELL's Bill on the same subject rendered accused persons competent to give evidence, but not compellable to do so. The last-named Bill would have protected the accused person from criminizing questions while under examination, except by leave of the court, but the protection given in the measure introduced by the Government was to extend only to questions relating to offences other than that which forms the charge against the accused. In the case of *ELIZA ARMSTRONG* the charge of course relates to offences alleged to have been committed before the passing of the Act; but the 20th section will be so far applicable to the case as to render the defendants competent witnesses.

ALTHOUGH THE PRINCIPLES which regulate the law as to distraining for rent have been, for the most part, settled by old authorities, the question of the legality of a distress effected by means of an entry through a window has been discussed several times during the last few years. Thus, in *Tutton v. Darkes* (5 H. & N. 647), a distress levied after an entry by an open window was held to be lawful; but, in *Hancock v. Austin* (11 W. R. 833, 14 C. B. N. S. 634), the distrainer had pushed back a pane of glass which opened, and had then undone the fastening of the window, and the Court of Common Pleas held that the act of unfastening was so far an exercise of force as to amount to a trespass; and the Court of Queen's Bench arrived at a similar conclusion in *Nash v. Lucas* (L. R. 2 Q. B. 590), where the window had been shut, but not fastened, at the time when the distress was made. The recent case of *Crabtree v. Robinson* (33 W. R. 936, L. R. 15 Q. B. D. 312) raised the same question. The bailiff had found a window partly open and raised it sufficiently high to give himself room to enter the house. It was argued that raising a partly-opened window was as much a trespass as opening an unfastened window, but the Queen's Bench Division held that the county court judge had rightly decided the distress to be legal, distinguishing *Nash v. Lucas*, and basing the decision of the court upon *Rex v. Smith* (1 Moody, 178), in which case the prisoner had been indicted for breaking into a dwelling-house through a partly-opened window, but all the judges held that the offence of house-breaking had not been committed. MANISTY, J., in delivering the judgment of the court, admitted the anomaly of there being "so fine a line of distinction" that an aperture of one or two inches was enough to warrant a bailiff in raising a window high enough to enter the house, while he could not legally so raise it if it was closed, but not fastened, as well as the inconsistency of the distinction between the cases of doors and of windows, the raising of the latch of an unlocked door not being an act of trespass. It would seem, however, from the observations of POLLOCK, B., in *Ryan v. Shilcock* (7 Ex. 72), that there may be an implied permission to open a door when it is "shut to keep the door closed only, and not to keep people out," a view which would, of course, not be applicable to an unfastened window.

At Westminster Police-court, on Wednesday, Frank Dennis, twenty-two, horsekeeper, was charged on remand with being concerned with others not in custody in assaulting Mr. Frederick Percy Gosling, barrister, on Saturday night last, and stealing a silk umbrella. Mr. Gosling was on his way home about midnight on Saturday, when he was attacked by a gang of roughs, among whom was the prisoner. Mr. Artridge said he should not part with the prisoner; he would have to find £20 bail to appear to answer the charge if called on.

AFFIDAVITS SWORN IN FOREIGN COUNTRIES.

THE taking of affidavits in foreign countries, or in British possessions abroad, for the purpose of being used in legal proceedings is often a matter of considerable trouble to the practitioner, and the procedure as to such affidavits has been regulated by several special statutes, independently of the provisions contained in the Probate and Bankruptcy Acts. The 15 & 16 Vict. c. 86, s. 22, provides that all affidavits (*inter alia*) "shall and may be sworn and taken in Scotland or Ireland, or the Channel Islands, or in any colony, island, plantation, or place under the dominion of her Majesty in foreign parts before any judge, court, notary-public, or person lawfully authorised to administer oaths in such country . . . or place respectively, or before any of her Majesty's consuls or vice-consuls in any foreign parts out of her Majesty's dominions, and the judges and other officers of the said Court of Chancery shall take judicial notice of the seal or signature, as the case may be," of any such court, judge, notary-public, consul, &c. The 18 & 19 Vict. c. 42, s. 3, refers to the administration of oaths by ambassadors and consular officers, and enacts that "any document purporting to have affixed, impressed, or subscribed theron or thereto the seal and signature of any British ambassador, envoy, minister, or *chargé d'affaires*, secretary of embassy or legation, consul-general, consul, vice-consul, acting consul, pro-consul, or consular agent, in testimony of any such oath, affidavit, affirmation, or act having been administered, sworn, affirmed, had, or done, by or before him, shall be admitted in evidence without proof of any such seal and signature being the seal and signature of the person whose seal and signature the same purports to be, or of the official signature of such person." In *Brooke v. Brooke* (30 W. R. 45, L. R. 17 Ch. D. 833), Fry, J., held, under the former Act, that a deed of release, the execution of which had been attested by, and bore the signature of, a notary-public in Canada, was a document "to be used before a court" within the Act, and that he was bound to take judicial notice of the seal and signature. In *Cooke v. Wilby* (32 W. R. 379, L. R. 25 Ch. D. 769) the same enactment was discussed, with especial reference to the effect of the Rules of the Supreme Court, 1883. Ord. 38, r. 6, provides that "all affidavits in causes or matters depending in the High Court may be sworn in any colony under the dominion of her Majesty in foreign parts before a notary-public, or before any of her Majesty's consuls or vice-consuls in any foreign parts out of her Majesty's dominions." An application was made to file an affidavit, sworn before a notary-public at Birmingham, in the State of Alabama, the notary's signature having been verified according to the law of the State, and there being no British consul or vice-consul residing at a distance of less than 150 miles from Birmingham. Chitty, J., pointed out that ord. 38, r. 6, had reproduced the 15 & 16 Vict. c. 86, s. 22, merely substituting the words "may be sworn" for "shall and may be sworn"; and he expressed an opinion that the alteration of the words used did not make any material difference. Since ord. 72, r. 2, had provided that "where no other provision is made by the Acts, or by these rules, the present procedure and practice remain in force," and ord. 38, r. 26, had not provided for the case of a person living in a foreign country 150 miles distant from a British consul or vice-consul, he was of opinion that the old practice of the Court of Chancery was applicable; and therefore, on the authority of *Haggitt v. Iniss* (5 De G. M. & G. 910), he allowed the affidavit to be filed. *Battlebank v. Smith* (32 W. R. 675) was a similar case, the affidavit having been sworn in the United States, and there being no British consul or vice-consul within 250 miles. Bacon, V.C., allowed the affidavit to be filed, it having been sworn before a circuit clerk, whose identity was certified by the judge of the circuit court, while the certificate of the British vice-consul at Chicago testified to the identity of the circuit clerk and the judge, and certified that the former was duly authorised to administer oaths.

Within the last year questions as to the admissibility of affidavits sworn abroad have arisen in probate and in bankruptcy proceedings. In *In the Goods of Hawkes* (33 W. R. 323, L. R. 9 P. D. 241) the question arose out of a diplomatic question, the German Government having, in accordance with the German law forbidding the doing of any judicial act by any person other than an authorised

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State authority, made representations to the British Government, which resulted in consular officers in Germany being forbidden by the Foreign Office to administer oaths to persons other than British subjects. A German domiciled subject having died, leaving property in England of which he had disposed by will, a grant of probate in this country became necessary, and the usual affidavit for revenue purposes was transmitted to Hamburg, but the British consul at that place declined, in consequence of his instructions from the Government, to administer an oath to the executors, both of whom were German subjects. The affidavit was therefore sworn before the judge of the Probate Court at Hamburg, and signed by the judge and clerk of the court, and sealed with the seal of the court, and the British consul verified the signatures and certified as to the seal. In support of a motion to admit the affidavit reliance was placed upon the Probate Law Amendment Act, 1858 (21 & 22 Vict. c. 31), section 31 of which provides that in cases where it is necessary to obtain affidavits from persons residing in foreign parts out of her Majesty's dominions, they may be sworn before the persons empowered to administer oaths under 6 Geo. 4, c. 87, or under 18 & 19 Vict. c. 42, "provided that where there are no such persons as are mentioned in the said Acts, such affidavits . . . may be made . . . before any foreign local magistrate or other person having authority to administer an oath." Sir James Hannen admitted the affidavit, holding that since the consul had been forbidden to administer oaths, there was no person "empowered" to do so at Hamburg under the earlier Acts, and that therefore the 21 & 22 Vict. c. 95, s. 31, had justified the parties in making an affidavit before a German judge.

Ex parte Magee (33 W.R. 655, L.R. 15 Q.B. D. 332) raised a question under the 18 & 19 Vict. c. 42, as well as under the Bankruptcy Act, 1883, section 135 of which provides that "subject to general rules, any affidavit to be used in a bankruptcy court may be sworn, . . . in the case of a person who is out of the kingdom of Great Britain and Ireland, before a magistrate or justice of the peace or other person qualified to administer oaths in the country where he resides, he being certified to be a magistrate or justice of the peace, or qualified as aforesaid, by a British minister or British consul, or by a notary-public." Cave, J., held that section 135 of the Bankruptcy Act did not prevent the court from taking judicial notice (under the 18 & 19 Vict. c. 42, s. 3) of the seal and signature of a British consul appearing upon an affidavit sworn before him in a foreign country, and that the provision as to certifying the qualification of the person administering the oath did not apply where such person was himself a notary-public, but only in cases where the oath was administered by a foreign magistrate, or other officer other than a notary; and he also referred to rule 5 of the Bankruptcy Rules, 1883, under which the court is to take judicial notice of the seal or signature of any person authorised by the Act to take affidavits.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

LOANS (*continued*).

We adverted, in concluding our last article, to the importance of a solicitor's not placing himself in a false position by becoming, in any sense, responsible for the value of a proposed security. We recur to the subject from another point of view, which is worthy of attentive consideration. While it is open to the solicitor, and, in our opinion, his right course, to abstain from having any concern with this question of value as such, there are certain classes of case in which the element of the actual value or nature of the security is, as it were, mixed up with another element of legal principles; and this is eminently so where either the borrower or lender is a trustee. Writing as we are of the conduct of business, and not of legal principles, we cannot enter into this subject in any detail, but may point out as chance illustrations of our meaning that a trustee who proposes to borrow may have no power to do so at all, or may have exhausted his power in point of time or amount; that a trustee who proposes to lend can only lend on such classes of security as fall within the terms of the instrument under which he acts, and is prohibited by well-settled rules of law from lending on many securities which fall, in a literal sense, within those terms, and from lending at

all to himself, totally irrespective of any consideration of good or bad faith, and of sufficient or insufficient security; and, again, can only lend subject to a margin of value which has no application to the lender who is unfettered by a trust. It is the duty of the solicitor to be on the alert to see that considerations such as these, dependent on principles of law, are not disregarded by his client. Thus, while it is no part of his duty to express an opinion that a property is worth £20,000, it is most decidedly part of his duty to advise a trustee who proposes to lend £18,000 on a property valued at that amount that he incurs very grave personal risk by doing so.

It was observed by a character in a comedy that if you take up a newspaper you always see in one column an advertisement from one gentleman who earnestly desires to borrow so much money, and in another column an advertisement from another gentleman who has an ardent wish to lend that particular amount, and that these two typical persons seem to go on advertising perennially and never to come together in a warm embrace as they ought apparently to do. Persons who desire to lend and persons who desire to borrow do, however, occasionally come together through the medium of a solicitor who acts for both, and is aware of their respective wants. Now, there is nothing inherently vicious in such an arrangement; on the contrary, so far as lender and borrower are concerned, it is often very convenient and always comparatively economical. But there is one individual in the transaction—the solicitor—to whom, if he be a prudent man, it will present many undesirable features. Whether these are sufficiently marked to render it wise on his part to decline to carry it out for both parties must depend, of course, upon the particular circumstances.

Let us consider shortly what are the dangers liable to beset the solicitor's path in such a case.

First, if the loan does not answer the expectations of one of the parties, the solicitor may be subjected to the charge or insinuation of having only had at heart the interests of the other party. Next, the circumstances of his position have an almost inevitable tendency to relax his vigilance in the matter of title, and at other stages. There is no critic to overhaul his acts. He cannot, for instance, prepare requisitions only to answer them himself. So of the document evidencing the security. Be it good, bad, or indifferent as a matter of draftsmanship, be it lenient or oppressive in its terms, his eye alone will scan it when prepared, so far, at all events, as professional scrutiny is concerned. And, again, he will be tempted to be slovenly and indifferent as to such matters as notice, registration, and appropriation of deeds to the right person. He will look with an indulgent eye (though he may not for a moment realize that he is doing so) upon defects of title which he would otherwise subject to the keenest examination, and will have generally a tendency to regard the whole matter rather in the light of a little friendly arrangement in which the formalities that would be observed, and precautions that would be taken as between two solicitors, are needless and out of place. This may be perfectly harmless in its results in ninety-nine cases out of a hundred, but in the hundredth may mean an action for negligence in which colour and prejudice will be imputed, *ad libitum*, against the solicitor who has first accepted the equivocal position of representing opposing interests and has then failed to discharge his duty.

We do not for a moment desire to carry this position beyond legitimate lengths. There are many cases in which the needs of two clients may be met by their common solicitor to the best advantage, and which present no reasonable danger-signal, provided the most ordinary rules of conducting such business are observed. The conflict of interest involved may not, in a substantial sense, have any existence at all, and the most meddlesome of equity refinements be powerless to hit the case. Our desire is only to draw pointed attention to the fact that there are undoubtedly cases in which the same solicitor cannot, with propriety to the clients or safety to himself, act for lender and borrower too. The dividing line is not difficult to fix for those who do not allow what they wish and what they think, or try to think, to represent the same thing. Whether it be the peculiar relations of the parties to each other, the nature of the transaction, or the special or defective character of the security, there will almost inevitably arise in the mind of the solicitor who strives to keep his honour unstained a convincing reason why he should not attempt to carry out the loan for both parties, if such a reason is to be found. For the rest, it is most important to bear in mind, at all times, that the fact of representing two sides, while it is a temptation to a slipshod method of doing the business, should be made to operate steadily in an exactly converse direction; that the interests of each client should be jealously protected in turn; and, in particular, that every precaution and formality which would be reasonably prudent in the case of representing one interest only should be rigidly observed. It may be advised that it is a good plan practically, where circumstances permit of incurring the expense, to consult counsel in the interests of one party, or of both parties separately, and deal thoroughly with any points raised by his opinion and with draft settled by him precisely as if they came from an independent solicitor.

We have dwelt so far upon the preliminary considerations bearing upon loans rather than on the details of carrying them out, because these latter present few features for observation not covered by subjects with which we have already dealt. There are, however, some few practical points deserving of mention.

It is not unfrequently the solicitor's fate when acting for an intended lender to carry through the stages leading to the completed loan up to a certain point, and then see the matter abruptly terminated either from some caprice or change of plan on the part of the borrower, or his inability to satisfy requirements made in the lender's interests. In such a case the solicitor may fare hardly. His client, the lender, will probably have had it firmly impressed on his mind that the investment would subject him to no expense, and will object most vehemently to pay any costs over an abortive loan, while the intended borrower, unless he has come under a binding engagement to pay the mortgagee's costs in all events, will be free to decline to pay them—all the more so from the circumstance that there is rarely a contract between the parties in the case of a mortgage, and that the court will not specifically enforce it even if it exists. The moral of this is that the mortgagee's solicitor, before a shilling of costs is incurred, should require an undertaking from the mortgagor to pay costs whether the matter is completed or not. It is not a pleasant thing to ask for such a document, and many solicitors hesitate from motives of delicacy to do so, but experience abundantly testifies that the delicacy is false and the justification ample.

In preparing or perusing the draft of a mortgage security, it is very necessary in the present day to bear in mind, as a practical question of business, and apart from draftsmanship as a science, the leasing power which is given to mortgagors by the Conveyancing Act, 1881, where it is not expressly varied or excluded. The adoption of this is an entire reversal of the old practice under which the reservation of such a power was a matter of special bargain. It is, perhaps, too early even yet to predict with confidence whether the statutory power will come into general adoption, but the present tendency seems to point in that direction; nor has it yet been tested by experience whether the safeguards with which this extensive power is fenced in are sufficient for the reasonable protection of the mortgagee. Our own impression is that the unqualified adoption of this provision of the Act should by no means be regarded by the mortgagee's solicitor as so much a matter of course as to need no deliberation in any circumstances. It is quite conceivable that a leasing power may be exercised so as to fall within all four corners of the Act, and yet be very detrimental to the security. The selection of a tenant, the purpose for which property is let, the provisions appropriate for the lease with reference to special facts—these may or may not become important considerations to a mortgagee; and, while there are many reasons of public policy and just dealing which render it desirable to fetter a mortgagee as little as may be in the enjoyment and use of his property, it is at least necessary to remember, in the interests of a mortgagee, that a power to lease the property by which his debt is secured, without giving him any voice in the matter at all, is a powerful engine for good or evil to place in the mortgagor's hand. For practical purposes, this fact points to the prudence of considering the matter carefully by the light of the circumstances of each particular case, explaining its bearings to the client, and imposing some qualification on the application of the statute where it may seem reasonably prudent, and not merely capricious or oppressive, to do so.

CORRESPONDENCE.

PRODUCTION OF DEEDS IN CUSTODY OF MORTGAGOR. [To the Editor of the *Solicitors' Journal*.]

Sir.—Referring to your leader on "Production of Deeds in Custody of Mortgagee," I have at the present time a transaction in hand which, perhaps, tends to demonstrate that were your former correspondent's contention, that a vendor should in all cases produce deeds in the possession of his mortgagee at his own expense, invariably acted upon, the result would not always be satisfactory or fair.

In 1870 A. purchased a plot of building land containing (say) 10,000 square yards. In 1876 B. purchased from A. a part of such land, the contents being about 5,000 square yards, his conveyance containing the usual covenant for production of the original conveyance to A. B. proceeded to erect buildings upon the land, and afterwards mortgaged. Subsequently B. purchased the remaining portion of the land from A., and forthwith mortgaged it. B. has recently sold a small part of the land first purchased by him from A. Ought B. to be called upon to produce at his own expense the original conveyance from A. in his mortgagee's possession? I think not.

I have purposely refrained from introducing the question of the ground-rents payable, but should, perhaps, mention that, from the

usual inquiries as to the payment of the overriding rents, the purchaser's solicitor must discover the fact of the original conveyance having come into the possession of B.

JUVENIS.

Manchester, Sept. 1.

CASES OF THE WEEK.

CASES BEFORE THE VACATION JUDGE.

INJUNCTION—RIVAL TRADESMEN—USER OF BOTTLES WITH NAME IMPRESSED UPON THEM.—In the action of *Griffiths v. Woolls*, before Smith, J., on the 1st of September, sitting as Vacation Judge, a question arose as to the property of a tradesman in bottles with his name upon them. The plaintiff, Waldron Griffiths, and the defendant, George Woolls, both carrying on the business of mineral water manufacturers at Cirencester, both bought Codd's patent bottles with their respective names impressed upon them at 2s. to 2s. a gross. The plaintiff alleged that on the 11th of July he noticed his stock of bottles was diminishing, and on the 18th of July he found some of his bottles on the defendant's premises filled by the defendant. It was the custom of the trade to lend the bottles to customers, and not to part with the ownership of them. The defendant admitted by mistake filling twenty-one of the plaintiff's bottles, but alleged that plaintiff and defendant owned about 800 gross each; and that there was no such custom in the trade as plaintiff contended. Mr. Smith, J., said that this was a motion on behalf of a mineral water manufacturer to restrain another mineral water manufacturer in Cirencester from using his bottles. It appeared from the evidence that plaintiff and defendant were in the habit of buying bottles from one Codd, the bottles being impressed with their respective names. If there had been evidence that the defendant was using the plaintiff's property so as to injure him, he would have granted an injunction. He had no such evidence before him. The plaintiff had about 1,000 gross of bottles, and so had the defendant. The whole of Cirencester then get to work to drink the mineral waters. Then, the plaintiff said, he found his stock of bottles diminishing. By how many? Having ransacked Cirencester for five days, he only found twenty-one bottles in the defendant's possession. It was ridiculous to come to a court of justice with such a grievance; the damage would amount to about half a brass farthing. The motion must be dismissed, with costs. —COUNSEL, John Cutler; R. F. Norton, SOLICITORS, Janson, Cobb, & Pearson, for Haygarth & Lawrence, Cirencester; Peacock & Goddard.

INTERIM INJUNCTION—NUISANCE—NOISE OF MACHINERY—DELAY.—In the action of *Sugden v. Willans*, before Smith, J., on the 1st of September, a question arose as to the right of the plaintiff, the Hon. Charlotte Sugden, of Thames Ditton, to an interlocutory injunction to restrain the defendants from carrying on their iron works, situate about one hundred and fifty yards from the plaintiff's house, in such a way as to cause a nuisance by the noise. The plaintiff alleged that the works were carried on in sheds open to the defendants' yard, and that the hammering and other noises reverberated from a high wall in the defendants' yard. Evidence was adduced to show that the plaintiff suffered from neuralgia, and her health was injuriously affected by the noise. Several of her visitors also gave evidence as to the noise. The defendants said that they took the premises in 1883, but the plaintiff only issued her writ on the 13th of August, 1885, and that therefore she was too late: *Gaunt v. Fynney* (8 Ch. App. 8). Then the plaintiff was an invalid, and an actionable nuisance must be a nuisance to mankind at large, not to an invalid. The plaintiff's witnesses were not residents, with the exception of one. Her witnesses were visitors whose attention was drawn to the noise, while the defendants' witnesses were residents living near to the works. Mr. Smith, J., said that the plaintiff issued her writ on the 13th of August, 1885, and now applied for an interlocutory injunction against the defendants, who were workers in iron. The case was one of great importance. On the one hand, if the defendants were committing an actionable nuisance, so as to destroy the enjoyment by the plaintiff of her house, he could not help thinking that it would be his duty to grant an interlocutory injunction. On the other hand, he could not forget that the defendants were traders. They began their business on the premises in 1883, and, in the evidence, there was no suggestion that they had altered their mode of carrying on their works from 1883 to 1885. Though the injunction asked for was to restrain the defendants from carrying on their business so as to cause a nuisance, the result would be that the works would be stopped until the question was decided at the trial. Therefore, it was a matter of great importance, and his mind had varied more than once during the arguments. In a case like this—namely, an application to restrain traders so as to cause them to shut up their works—the applicant's case should be very clear. Assuming that there was a *bona fide* question, unless the plaintiff's evidence was very clear, he should be doing a great injustice in restraining traders from carrying on their business. On the evidence, he considered there was a legitimate question to be tried. Several witnesses had testified to the noise; but Miss Sugden's case was that she was ill from neuralgia, and that the noise seriously affected her, but that was not a proper test; the test was, Had the defendants or had they not been creating a continuous noise, so as to interfere with the comfort of ordinary human beings, not with an invalid? Again, her witnesses were not residents, but visitors, whose attention had been directed to the noise.

The defendants' witnesses were all residents, living nearer to the works than the plaintiff; it was true that a wall was between them and the works, but they were very near. He came to the conclusion that the plaintiff had not made out a case for an interlocutory injunction, and dismissed the motion; costs to be costs in the cause.—COUNSEL, Joseph Beaumont; Marten, Q.C., and A. Thomson. SOLICITORS, Trollope & Winckworth; Farrar & Farrar.

MANDATORY INJUNCTION—ANCIENT LIGHTS.—In the action of *May v. Dollar*, before Smith, J., on the 1st inst., the question arose as to the right of the defendant to erect a black board on his roof in the front of the plaintiff's window. The plaintiff said that the window belonged to a room used as a studio, and the light was obstructed by the board. The defendant said that the board was at an angle of forty-five degrees, and did not obstruct the light; his roof was flat, and the plaintiff or his tenants came on to it, and injured it; and he erected the board to protect the roof. SMITH, J., said that he was asked to grant a mandatory injunction ordering the defendant to pull down a wooden structure which he had erected close to the plaintiff's window. The defendant said that persons got on to his roof, and that, in May, he erected a black board, with the words "Trespassers will be prosecuted" upon it. The board was close to the window, and obstructed the ancient light of the plaintiff. He should order it to be pulled down; the costs would be costs in the action. COUNSEL, G. Curtis Price; Morshead. SOLICITORS, Shoubridge & May; Johnson & Master.

OBITUARY.

MR. MARCUS MARTIN.

Mr. Marcus Martin, barrister, died very suddenly at his residence, 9, Montague-place, on the 17th ult., at the age of eighty-two. Mr. Martin was the third son of the Rev. Samuel Martin, rector of Warsop, Nottinghamshire, and was born in 1803. He was educated at Rugby. He was called to the bar at the Middle Temple in Easter Term, 1830, having been a pupil in the chambers of Mr. Duval, and he had practised for many years in the Court of Chancery, having also enjoyed an extensive conveyancing business. His chambers were much resorted to by students, and among his former pupils may be mentioned Mr. Justice North, Sir Richard Garth, the late Sir Francis Reilly, and the late Mr. Droop. Mr. Martin had for very many years lived with his brother, the late Mr. John Martin, solicitor, the promoter of the suit of *Martin v. Mackenzie*, whom he has not long survived. The deceased was married in 1803 to the only daughter of Mr. John Stapleton, of Calcutta. His only surviving son, Mr. John Stapleton Martin, was called to the bar at the Middle Temple in Michaelmas Term, 1871, and practises in the Chancery Division. Mr. Martin was buried at Kensal Green Cemetery, the earlier part of the burial service having been read at St. George's Church, Bloomsbury.

MR. ARTHUR BIGGE.

Mr. Arthur Bigge, barrister, many years stipendiary magistrate at Brighton, died at 23, Cambridge-road, Hove, on the 28th ult. Mr. Bigge was the seventh son of Mr. Charles William Bigge, of Linder, Northumberland, and was born in 1818. He was educated at Rugby and at University College, Oxford, where he graduated second class in mathematics in 1840, and he was afterwards elected a fellow of All Souls College. He was called to the bar at the Inner Temple in Trinity Term, 1844, and in 1855 he was selected by Sir George Grey, when Home Secretary, to be the first stipendiary magistrate for the borough of Brighton. He discharged his magisterial functions with great ability and success for twenty-nine years, and in May, 1884, he retired on a pension. Mr. Bigge was also a magistrate for the borough of Brighton and for the county of Sussex, and since his resignation of the stipendiary magistracy he had given constant assistance at the sittings of the Hove Division Bench. He was married in 1857 to the daughter of Mr. John Solater, of Newick-park, Sussex, and he leaves one daughter.

MR. THOMAS NICHOLLS.

Mr. Thomas Nicholls, solicitor, of St. Columb, died on the 22nd ult. Mr. Nicholls was the second son of Mr. John Nicholls, of St. Columb. He was admitted a solicitor in 1856, when he commenced to practise at Plymouth in partnership with Mr. Nicholas Were. A few years later he dissolved partnership, and removed to St. Columb, where he carried on business until his death. Mr. Nicholls had a good practice, and he was held in great esteem by all classes at St. Columb. He had been for several years treasurer to the St. Columb Highway Board and to the Crantock School Board.

LEGAL APPOINTMENTS.

Mr. SIDNEY GODOLPHIN ALEXANDER SHIPPARD, D.C.L., one of the Judges of the Supreme Court of the Cape Colony, has been appointed Chief Commissioner of Bechuanaland. Mr. Justice Shippard is the son of Captain William Shippard, and was born in 1838. He is a D.C.L. of Hertford College, Oxford, and he was called to the bar at the Inner

Temple in Hilary Term, 1867. He was Attorney-General of the Colony of Griqualand West from 1876 till 1882, when he was appointed a judge of the Supreme Court of the Cape Colony.

Mr. EDWARD THOMAS TYSON, solicitor and notary (of the firm of Tyson & Hobson), of Maryport, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Cumberland.

Mr. FREDERICK CORBETT, solicitor, of Worcester and Bromsgrove, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for Worcestershire and the City of Worcester.

Mr. EDWARD LANT TYNDALL, solicitor (of the firm of Tyndall, Deakin, & Tyndall), of Birmingham, has been appointed a Perpetual Commissioner for Warwickshire for taking the Acknowledgments of Deeds by Married Women.

Mr. WALTER BOYD, LL.D., Q.C., who has been appointed a Judge of the Court of Bankruptcy in Ireland, in succession to the late Mr. Frederick William Walsh, is an LL.D. of Trinity College, Dublin. He was called to the bar in Ireland in 1856, and he became a Queen's Counsel in 1877. He has practised on the North-East Circuit, and he has been for several years Queen's Advocate in Ireland.

Mr. SAMUEL LILLEY has been appointed a Revising Barrister for the County of Surrey. Mr. Lilley is the eldest son of Mr. Samuel Isaac Lilley, of Peckham. He was called to the bar at the Middle Temple in Michaelmas Term, 1830, and he practises on the South-Eastern Circuit, and at the Surrey Sessions and Central Criminal Court.

DISSOLUTIONS OF PARTNERSHIPS, &c.

WILLIAM MATHEW ARMSTRONG and NORTON JOSEPH HUGHES-HALLETT, solicitors, Hertford, Herts. Aug. 12. [Gazette, Sept. 1.]

NEW ORDERS, &c.

YORKSHIRE REGISTRIES ACT, 1884.

At the General Quarter Sessions of the Peace of our Lady the Queen, holden by adjournment at Northallerton, in and for the North Riding of the County of York, on Monday, the 17th day of August, 1885, it was resolved and ordered that by virtue of the provisions of the Yorkshire Registries Act, 1884, the following rules be, and they are hereby, made by the said justices as the county authority under and for the purposes of the said Act.

1. These rules may be cited as the North Riding of Yorkshire Registry Rules, 1885 (Fees).
2. These rules shall come into operation on the first day of September, 1885, and shall continue in force until the thirty-first day of December, 1890.
3. The fees to be paid under the Act and these rules shall be those specified in the list of fees in the schedule to these rules in lieu of the fees authorized to be taken by the Yorkshire Registries Act, 1884, and the North Riding of Yorkshire Registry Rules, 1885; and such last-mentioned fees shall cease to be paid or taken.

SCHEDULE. Fees.

N.B.—A folio contains seventy-two words. Registration or enrolment of any document (including indorsement of any certificate required by section 9 of the Act), except a *cavet*, five shillings.

Registration or enrolment of any *cavet*, two shillings.

Copy or extract, where copy or extract does not exceed two folios, one shilling.

For each additional folio, fourpence.

If certified, an additional fee per folio of twopence.

Map or plan, copy, from two shillings to two guineas, according to labour involved.

If certified, an additional fee of two shillings.

Search, ordinary, in any one name, for any period not exceeding ten years, one shilling.

For every additional period of five years, sixpence.

Search, official (including certificate of result), in any one name, for any period not exceeding ten years, seven shillings and sixpence.

For every additional period of five years, two shillings and sixpence.

By the Court.

JOHN C. DUNDAS, Chairman.

WILLIAM C. TREVOR, Deputy Clerk of the Peace.

Confirmed, HALSBURY, C.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

"ARIEL" SHIPMENT COMPANY, LIMITED.—The Vacation Judge has fixed Tuesday, Sept. 8, at 11, at the Vacation Chambers, Room No. 318, Royal Courts, for the appointment of an official liquidator.

"CELLA" SHIPMENT COMPANY, LIMITED.—The Vacation Judge has fixed Tuesday, Sept. 8, at 12, at the Vacation Chambers, Room No. 318, Royal Courts, for the appointment of an official liquidator.

CLARK'S PATENT HORSE-NAIL COMPANY, LIMITED.—The Vacation Judge has fixed Tuesday, Sept 8, at 11, at the Vacation Chambers, Room No 315, Royal Courts, for the appointment of an official liquidator

CROOKE'S MINING AND SMELTING COMPANY, LIMITED.—The Vacation Judge has fixed Sept 8, at 11.30, at the Vacation Chambers, Room No 315, Royal Courts, for the appointment of an official liquidator

IMPERIAL GALVANIZED IRON COMPANY, LIMITED.—The Vacation Judge has fixed Sept 8, at 12, at the Vacation Chambers, Room No 315, Royal Courts, for the appointment of an official liquidator

LLANTWITT AND BLACK VEIN COAL COMPANY, LIMITED.—Petition for winding up, presented Aug 26, directed to be heard before the Vacation Judge on Sept 8. Van Sanden and Co, King st, Cheapside, agents for Mills and Bibby, Huddersfield, solicitors for the petitioner

ROYAL ITALIAN OPERA, COVENT GARDEN, LIMITED.—By an order made by Pearson, J., dated Aug 4, it was ordered that the Royal Italian Opera, Covent Garden, Limited, be wound up. Elliot and Ash, Chancery lane, solicitors for the petitioners

[*Gazette, Aug. 28.*]
HYDROGEN HEATING AND LIGHTING COMPANY, LIMITED.—Petition for winding up, presented Aug 26, directed to be heard before the Vacation Judge, Mathew, J., sitting in the Queen's Bench Court IX., Royal Courts, on Sept 23 at 11. King, South pl, Finsbury, petitioner in person

SELF-ACTING SEWING MACHINE COMPANY, LIMITED.—The Vacation Judge has fixed Friday, Sept 11, at the Vacation Chambers, Room No. 315, Royal Courts, for the appointment of an official liquidator

[*Gazette, Sept 1.*]
COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

CROW ORCHARD COLLIERY COMPANY, LIMITED.—Petition for winding up, presented Aug 25, directed to be heard before the Deputy of the Chanceller, at 9, Cook st, Liverpool, on Tuesday, Sept 8. Mather, Liverpool, solicitor for the petitioners

[*Gazette, Aug. 28.*]
STANNARIES OF CORNWALL.
LIMITED IN CHANCERY.

TREGONTREES AND OLD POLGOOTH CONSOLS MINING COMPANY, LIMITED.—By an order made by the Vice-Warden, dated Aug 26, it was ordered that the voluntary winding up of the company be continued. Hodge and Co, Truro, agents for Gregory, Bishopsgate st Within, solicitor for the petitioner

BASSET AND BULLER CONSOLS, LIMITED.—By an order made by the Vice-Warden, dated April 2, it was ordered that the Basset and Buller Consols, Limited, be wound up. Hodge & Co, Truro, solicitors for the petitioner

WHEAL BULLER CONSOLS, LIMITED.—By an order made by the Vice-Warden, dated April 2, it was ordered that the Wheal Buller Consols, Limited, be wound up. Hodge & Co, Truro, solicitors for the petitioners

[*Gazette, Sept 1.*]
FRIENDLY SOCIETIES DISSOLVED.

WOODFIELD AND WHITE LEE COLLIERIES PROVIDENT SOCIETY, Woodfield Colliery Office, Durham. Aug 24
BRAUWORTH FRIENDLY SOCIETY, Fox and Hounds, Beauworth, Hants. Aug 24

[*Gazette, Aug. 28.*]

BALMER FRIENDLY SOCIETY, Boundary lane, Liverpool. July 19
LOYAL CARLISLE LODGE, North Pole Inn, 337, Oxford st. Aug 27

[*Gazette, Sept 1.*]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

BARRETT, WILLIAM SHELVERTON, Freckenharn, Suffolk, Farmer. Sept 8. Fenn and Co, Newmarket

BROWNE, MATILDA, St Leonard's on Sea, Gentlewoman. Sept 25. Langham, Hastings

BILTON, JOHN COVERDALE, Slingsby, York, Gent. Sept 28. Whitehead, Pickering

KENYON, ROBERT, Blackburn, Fishing Tackle Maker. Oct 20. Pickop, Blackburn

CASLE, WILLIAM MERRY, Thame, Oxford, Horse Dealer. Oct 1. Parker and Parker, Thame, Oxon

COOKER, WILLIAM, Yardley, Worcester, out of business. Nov 30. Coleman and Co, Birmingham

DAVIES, MARY, Bath. Oct 7. Webster, Lincoln's inn fields

ELLIOT, ELIZA, Plymouth, Gentlewoman. Sept 3. Rickard, Plymouth

GILBERT, ISAAC CHARLES, Nottingham, Gent. Nov 3. Neville, Nottingham

GRANGER, MARY ANN, Weston super Mare. Sept 29. Sweet and Co, Bristol

HARRIS, WILLIAM, Stone bridge, Lincoln's inn, Solicitor. Sept 26. Fox and Co, New court, Carey st

HUME, REV ABRAHAM, Liverpool. Sept 30. Lowndes and Co, Liverpool

LEVER, WILLIAM, Kingston upon Hull, Master Mariner. Sept 25. Rollit and Sons, Hull

KENDRICK, THOMAS, Erdington, Warwick, Farmer. Nov 30. Coleman and Co, Birmingham

KNOWLES, JOHN, Heston, Lancaster, Cotton Spinner. Oct 24. Bailey and Read, Bolton

LEGG, JOHN, Stratton, Gloucester, Gent. Sept 28. Bevir, Wootton Bassett

Lewis, THOMAS, Northfield, Worcester, Gent. Nov 9. Coleman and Co, Birmingham

MARTIN, JOHN PATTISON, King's rd, Chelsea, Woollen Draper. Oct 14. Ford and Co, Bloomsbury sq

NICHOLAS, JAMES, SELBY PK, Worcester, Gent. Nov 14. Coleman and Co, Birmingham

OLD, WILLIAM WATKINS, Hereford, Gent. Sept 21. Gillett, Kensington

PRICE, JAMES, Erdington, Warwick, Gent. Nov 23. Coleman and Co, Birmingham

SAMPSON, GEORGE GREEN, Ipswich, Surgeon. Oct 24. Jackaman and Co, Ipswich

SHEPPARD, JOSEPH, East Greenwich, Market Gardener. Sandom and Co, Grace church st

SIDDELEY, MARY ELLIE, Macclesfield. Oct 10. Hand, Macclesfield

TAYLOR, GEORGE, Edgbaston, Birmingham, Brewer. Nov 30. Coleman and Co, Birmingham

THORN, FREDERICK WILLIAM, Christchurch, Surrey, Hat Maker. Sept 30.

REYROUX and Co, Cannon st

WARE, CAROLINE SARAH, Dawlish, Devon. Sept 30. Tozer and Whidborne, Dawlish

[*Gazette, Aug. 25.*]

ADAMS, BOBLAKE HILL, Bedford sq, Esq. Sept 29. Baker and Co, Lincoln's inn fields

ASH, WILLIAM SAMUEL, Southsea, Potato Merchant. Sept 29. Blake, Portsea

AUKE, JOSEPH, Stafford pl, Buckingham Gate, Cook. Sept 21. Scott, Great George st

BROOKS, WILLIAM JOSEPH, Hulme, Manchester, Estate Agent. Oct 8. Fox, Manchester

BROWN, EDWIN, Ryders st, Leicester sq, Pawnbroker. Oct 5. Richards, Warwick st, Regent st

CHAMPION, HARRIET, Brighton. Oct 1. Hillman, Lewes, Sussex

CLAYTON, GEORGIANA ELIZABETH, Maidenhead. Sept 30. Tadman, Gray's inn pl, Gray's inn

CLEATON, THOMAS, Produce Broker. Sept 30. Bellringer and Cunliffe, Liverpool

COLLING, JOSEPH, Heathfield, Sussex. Oct 10. Howard, Finsbury Circus

DAVEY, WILLIAM, Hanley rd, Hornsey Rise, Holloway, Gent. Oct 10. Upton, John st, Adelphi

EVANS, SARAH, Glan Alwen, near Corwen, Merioneth. Oct 24. Coldicott and Son, Dudley

FREVILLE, JULIA GREENE DE, Hinxton Hall, Cambridgeshire. Oct 8. Clabon and Wiggin, Great George st, Westminster

HADDON, ALFRED, Southampton, Shipbroker. Oct 1. Stocken, Lime st, E.C.

HADFIELD, JOHN, Stapehill, Derby, out of business. Aug 31. Drewry, Burton on Trent

HOLLOWAY, MARY, Workington, Cumberland. Oct 10. Lamb and Co, Odisha, Hants

HARVEY, GEORGE, Portsdown Yeoman. Sept 25. Harvey, Portsdown

KEYTHORN, JOHN, Egmont, Nottingham. Farmer. Oct 3. Marshall, East Retford, Notta

KITSON, JAMES, Leeds. Dec 1. North and Sons, Leeds

LANCASTER, ROBERT, Kendal, Westmorland, Corn Dealer. Nov 1. Watson, Kendal

MCCLURE, WILLIAM, Rugby. Oct 20. Seabrooke, Rugby

MOREY, EDWIN, Newport, Isle of Wight. Oct 10. Blake, Newport, Isle of Wight

NOAKES, EMILY, Eastbourne. Oct 25. Colls and Carr, Eastbourne

PLUNKETT, THOMAS, Knight Rider st, Doctors' Commons, Esq. Oct 15. Blount and Co, Arundel st, Strand

PRIDE, WILLIAM MORGAN, Llanvihangel, near Chepstow, Monmouth, Farmer. Oct 31. Lloyd and Pratt, Newport

SCOTT, FRANCIS, Normandy, York, Yeoman. Nov 1. Jackson and Jackson, Middlesbrough

SPENCER, WILLIAM SIRRAY, Braithwell, York, Farmer. Oct 2. Marsh and Son, Westgate, Rotherham

TEMPEST, MARIANNE, St. James sq, Notting hill. Oct 15. Blount and Co, Arundel st, Strand

TODD, MISS CAROLINE ELIZABETH, Clapham. Oct 10. Devonshire and Foley, Frederick's pl, Old Jewry

TOWNES, CATHERINE, Gateshead, Durham. Oct 30. Armstrong and Sons Newcastle upon Tyne

WATTS, SARAH, Wilton pl, Knightsbridge. Oct 1. Druces and Co, Billiter sq

WEIR, MARY ANN, Nottingham, Glass Dealer. Sept 30. Nixon, Derby

WHITE, WILLIAM, Bow, Devon, Cattle Dealer. Nov 1. Prickman, Okehampton, Devon

[*Gazette, Aug. 28.*]

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, Aug. 28, 1885.

RECEIVING ORDERS.

Barker, Alfred Horatio, Boston, Lincolnshire, Draper. Boston. Pet Aug 28. Ord Aug 26. Exam Oct 8 at 2

Blaydes, Arthur Charles, Harringworth, Northamptonshire, no occupation. Leicester. Pet July 22. Ord Aug 25. Exam Oct 8 at 10

Burrows, John, Liverpool, Outfitter. Liverpool. Pet Aug 25. Ord Aug 25. Exam Sept 10 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool

Campbell, John, Monson rd, Redhill, Builder. Croydon. Pet Aug 7. Ord Aug 21. Exam Oct 9

Cooper, George, Landport, Hants, Ironmonger. Portsmouth. Pet Aug 7. Ord Aug 21. Exam Sept 7

Coulson, Joseph William, Cambridge, Brickmaker. Cambridge. Pet Aug 10. Ord Aug 24. Exam Sept 30 at 2

Dore, Walter, Roscoe st, Bunhill row, Cabinetmaker. High Court. Pet Aug 26. Ord Aug 26. Exam Oct 23 at 11 at 34, Lincoln's inn fields

Fenn, Norris, Tolleshunt D'Arcy, Essex, Farmer. Chelmsford. Pet Aug 25. Ord Aug 25. Exam Oct 5 at 12 at the Shirehall, Chelmsford

Field, John Johnson, Kingston on Hull, Merchant. Kingston on Hull. Pet Aug 24. Ord Aug 24. Exam Oct 5 at 2 at Courthouse, Townhall, Hull

Garrard, John, Newton Butts, Oliman, High Court. Pet July 14. Ord Aug 26. Exam Oct 23 at 11 at 34, Lincoln's inn fields

Gunning, Frederick Edmund, and Arthur William Gunning, Trowbridge, Wiltshire, Coal Merchants. Bath. Pet Aug 12. Ord Aug 24. Exam Sept 17 at 11.30

Hayward, Edward, jun., Folkestone, Watchmaker. Canterbury. Pet Aug 25. Ord Aug 25. Exam Sept 11

Henderson, S., and Co, Liverpool, Shipbrokers. Liverpool. Pet July 28. Ord Aug 25. Exam Sept 10 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool

Hinton, John, Musical Instrument Maker. Birmingham. Pet Aug 25. Ord Aug 25. Exam Sept 11 at 2

Jenkins, Richard, Gilfach Goch, Glamorganshire, Bootmaker. Pontypridd. Pet Aug 26. Ord Aug 26. Exam Sept 22 at 2

Johnson, Francis, Ipswich, Innholder. Ipswich. Pet Aug 25. Ord Aug 25. Exam Sept 24 at 3

Knaggs, Thomas, Scarborough, Draper. Scarborough. Pet Aug 26. Ord Aug 26. Exam Oct 20 at 12

Knights, Charles, Southampton, Fish Salesman. Southampton. Pet Aug 26. Ord Aug 26. Exam Sept 7 at 12

Okell, George, and Henry Okell, Ashton under Lyne, Cabinetmakers. Ashton under Lyne and Stalybridge. Pet Aug 22. Ord Aug 22. Exam Sept 3 at 12

Petfield, Edward, Sheffield, Joiner. Sheffield. Pet Aug 26. Ord Aug 26. Exam Oct 8 at 11.30

Rider, Charles, Bristol, Draper. Bristol. Pet Aug 25. Ord Aug 25. Exam Oct 9

Robinson, Thomas, Nottingham, Corn Merchant. Nottingham. Pet Aug 24. Ord Aug 24. Exam Oct 20

Saunders, Henry, Sydenham, Surveyor. Greenwich. Pet Aug 7. Ord Aug 25. Exam Sept 11 at 1

Searcy, William John, Nantwich, Cheshire, Wheelwright. Nantwich and Crowe. Pet Aug 11. Ord Aug 25. Exam Oct 15 at 1.30

Sharman, George, Gt Yarmouth, Picture Dealer. Gt Yarmouth. Pet Aug 24. Ord Aug 24. Exam Sept 28 at 2.30 at Townhall, Gt Yarmouth

Swanborough, Mary Ann (Widow), Edward Swanborough, and Arthur Swanborough, Royal Strand Theatre, Lessees of Royal Strand Theatre. High Court. Pet Aug 5. Ord Aug 24. Exam Oct 16 at 12 at 34, Lincoln's inn fields

Turkington, George Henry, Bradford, Licensed Victualler. Bradford. Pet Aug 13. Ord Aug 26. Exam Oct 16 at 12

Way, George, Bitton, Gloucestershire, Mason. Bristol. Pet Aug 25. Ord Aug 25. Exam Oct 9

Webster, Henry, and William Webster, Dowsbury, Machine Makers. Dowsbury. Pet Aug 24. Ord Aug 24. Exam Sept 29

Westover, James, Tyseley st, Bethnal green, Weaver. High Court. Pet June 26. Ord Aug 21. Exam Oct 16 at 12 at 34, Lincoln's inn fields

Willett, William Henry, Hereford, Architect. Hereford. Pet Aug 25. Ord Aug 25. Exam Oct 22

Willson, Francis, Chichester, Fancy Warehouseman. Brighton. Pet Aug 22. Ord Aug 25. Exam Sept 24 at 12.

FIRST MEETINGS

- Beales, James Ownby, Threadneedle st, Licensed Victualler and Hotel Keeper. Sept 7 at 12.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Belton, George Henry, Nottingham, Baker. Sept 4 at 12. Official Receiver, 1, High pavement, Nottingham
 Blaydes, Arthur Charles, Harringworth, Northamptonshire, no occupation. Sept 8 at 2. Friar lane, Leicester
 Bramley, William, Hucknall Torkard, Nottinghamshire, Fishmonger. Sept 4 at 2. Official Receiver, 1 High pavement, Nottingham
 Brew, William, Avington grove, Penge, Ironmonger. Sept 7 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Campbell, Percy, Draper's grdn, Throgmorton st, Stockbroker. Sept 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Chamberlyn, A. H., Guildford st, Russell sq, Theatrical Manager. Sept 9 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Coulson, Joseph William, Cambridge, Brickmaker. Sept 15 at 12. Official Receiver, 5, Petty Curry, Cambridge
 Emery, Harry Arthur, Houndsditch, Fancy Goods Importer. Sept 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Field, John Johnson, Kingston upon Hull, Merchant. Sept 7 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowalley lane, Hull
 Garner, Wilson William, Margate, Builder. Sept 11 at 10. 32, St George's st, Canterbury
 Godly, John Herbert, East Grinstead, Sussex, Builder. Sept 4 at 2.30. Official Receiver, 39, Bond st, Brighton
 Gunning, Arthur William (sep estate), Trowbridge, Wilts, Coal Merchant. Sept 7 at 1.5. Official Receiver, Bank chbrs, Bristol
 Gunning, Frederick Edmund, and Arthur William Gunning, Trowbridge, Wilts. Coal Merchant. Sept 7 at 12.30. Official Receiver, Bank chbrs, Bristol
 Gunning, Frederick Edmund (sep estate), Trowbridge, Wilts, Coal Merchant. Sept 7 at 1. Official Receiver, Bank chbrs, Bristol
 Hawlow, Jonathan, Spitalfields Market, Spitalfields, Potato Salesman. Sept 9 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Harris, Thomas, Clarendon rd, Notting hill, Builder. Sept 7 at 11. 33, Carey st, Lincoln's inn
 Hartstone, Thomas, Fairfax rd, South Hampstead, Hairdresser. Sept 10 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Hayward, Edward, jun, Folkestone, Watchmaker. Sept 4 at 11.30. 33, Carey st, Lincoln's inn
 Hinton, John, Birmingham, Musical Instrument Maker. Sept 8 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Inskip, Daniel, and Frederick Thomas, Dilhorne, Staffordshire, Builders. Sept 4 at 1. North Stafford Station Hotel, Stoke upon Trent
 Johnson, Daniel Thorpe, Isle of Ely, Cambridgeshire, Farmer. Sept 7 at 11. Rose and Crown Hotel, Wisbech
 Johnson, Francis, Ipswich, Innholder. Sept 8 at 12. Official Receiver, 2, Westgate st, Ipswich
 King, Charles Henry, and John Abel, Plymouth, Grocers. Sept 4 at 3. Official Receiver, 18, Frankfort st, Plymouth
 Knights, Charles, Southampton, Fish Salesman. Sept 9 at 2.30. Official Receiver, 4, East st, Southampton
 Litson, John William, Burdett rd, Limehouse, Beerhouse keeper. Sept 7 at 12. 33, Carey st, Lincoln's inn
 Martindale, Frances, Sevenoaks, Widow. Sept 4 at 10.30. Official Receiver, 18, Frankfort st, Plymouth
 Morris, Edward Rowley, Great Titchfield st, Baker. Sept 10 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Okell, George, and Henry Okell, Ashton under Lyne, Cabinet Makers. Sept 4 at 11. Official Receiver, Townhall chbrs, Ashton under Lyne
 Piller, James, St Thomas the Apostle, Devon, Builder. Sept 12 at 11. Castle of Exeter at Exeter
 Rider, Charles, Bristol, Draper. Sept 8 at 1. Official Receiver, Bank chambers, Bristol
 Robinson, Thomas, Beeston, Nottinghamshire, Corn Merchant. Sept 7 at 12. Official Receiver, 1, High pavement, Nottingham
 Scown, William, North Town, Taunton, Flour Dealer. Sept 5 at 2. Official Receiver, 9, Middle st, Taunton
 Tait, William, Bradford, Yorks, Builder. Sept 4 at 12. Official Receiver, Ivesgate chbrs, Bradford
 Townsend, Henry Herbert, Newton Bushell, Devon, Baker. Sept 5 at 11. Official Receiver, 13, Bedford circus, Exeter
 Tucker, George F., Crosby sq, Bishopsgate st. Sept 9 at 11. 33, Carey st, Lincoln's inn
 Way, George, Bitton, Gloucestershire, Mason. Sept 8 at 12.30. Official Receiver, Bank chbrs, Bristol
 Whitham, Joseph Spencer, Haworth, Yorks, Boot Maker. Sept 4 at 11. Official Receiver, Ivesgate chbrs, Bradford
 Willson, Francis, Chichester, Fancy Warehouseman. Sept 4 at 12. Official Receiver, 39, Bond st, Brighton
 Wingham, Charles, Keppel st, Russell sq, Mantle Maker. Sept 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
- ADJUDICATIONS**
- Barnes, Thomas Richard, Canterbury, Grocer. Canterbury. Pet Aug 10. Ord Aug 26
 Beckinsale, Albert, Newbury, Berks, Baker. Newbury. Pet July 21. Ord Aug 18
 Boston, Robert, Newcastle on Tyne, Hardwareman. Newcastle on Tyne. Pet July 15. Ord Aug 24
 Brambley, William, Hucknall Torkard, Nottingham, Fishmonger. Nottingham. Pet Aug 22. Ord Aug 26
 Braund, Francis James, Banbury, Oxfordshire, Jeweller. Banbury. Pet July 2. Ord Aug 22
 Cameron, Hugh Thomas, Shakespeare rd, Herne Hill, Barrister at Law. High Court. Pet April 18. Ord Aug 25
 Chadwick, Thomas Greenwood, Dewsbury, Yorks, General Dealer. Dewsbury. Pet Aug 22. Ord Aug 26
 Cooper, George, Landport, Hants, Ironmonger. Portsmouth. Pet Aug 7. Ord Aug 24
 Davies, David, Carmarthen, Ironmonger. Carmarthen. Pet July 6. Ord Aug 24
 Demaine, George, Barden, nr Skipton, Yorks, Farmer. Bradford. Pet Aug 10. Ord Aug 25
 Gill, George, Sheffield, Cutlery Manufacturer. Sheffield. Pet Aug 6. Ord Aug 26
 Griffiths, Edwin, Bristol, Furniture Dealer. Bristol. Pet Aug 20. Ord Aug 24
 Hart, John, Brighton, Draper. Brighton. Pet Aug 17. Ord Aug 24
 Hayward, Edward Parry, Preston, nr Brighton, Schoolmaster. High Court. Pet May 21. Ord Aug 24
 Holmes, George, Barking, Essex, Fisherman. Chelmsford. Pet Aug 5. Ord Aug 24
 Johnson, Francis, Ipswich, Innholder. Ipswich. Pet Aug 25. Ord Aug 25
 Keeble, Charles, Windsor, Coal Merchant. Windsor. Pet July 25. Ord Aug 27
 Lane, Henry James, Swindon, Bootmaker. Swindon. Pet Aug 17. Ord Aug 24
 Marshall, John William, South Shields, Wine Merchant. Newcastle on Tyne. Pet Aug 20. Ord Aug 26
 Morgan, John, Birmingham, Timber Merchant. Birmingham. Pet Aug 20. Ord Aug 25
 Nicholls, Henry William, Worcester, Boot Manufacturer. Worcester. Pet Aug 12. Ord Aug 26
 Nicholson, Walter, Manchester, Painter. Salford. Pet Aug 12. Ord Aug 25
- Pearson, William, Upper Addiscombe rd, Croydon, Builder. Croydon. Pet July 8. Ord Aug 22
 Piller, James, St Thomas the Apostle, Devon, Builder. Exeter. Pet July 21. Ord Aug 26
 Price, Evan, Llansawel, Carmarthenshire, Draper. Carmarthen. Pet Aug 11. Ord Aug 26
 Rider, Charles, Bristol, Draper. Bristol. Pet Aug 25. Ord Aug 25
 Shorrock, James, Blackburn, Cabinet Maker. Blackburn. Pet Aug 8. Ord Aug 24
 Stevens, Richard Goold, Liverpool, Merchant Tailor. Liverpool. Pet July 24. Ord Aug 26
 Strutt, Arthur, Gt Totham, Essex, Innkeeper. Chelmsford. Pet July 21. Ord Aug 24
 Townsend, Henry Herbert, Newton Bushell, Devon, Baker. Exeter. Pet Aug 21. Ord Aug 24
 Wardingley, Harriett, Sheffield, Provision Dealer. Sheffield. Pet Aug 4. Ord Aug 26
 Way, George, Bitton, Gloucester, Mason. Bristol. Pet Aug 25. Ord Aug 26
 Wise, John William, Commercial rd, Guildford, Warehouseman. Guildford and Godalming. Pet June 13. Ord Aug 15
- TUESDAY, Sept. 1, 1885.
- RECEIVING ORDERS**
- Andrews, Matthew Henry, Worcester, Butcher. Worcester. Pet Aug 27. Ord Aug 27. Exam Sept 9 at 11.30
 Baxter, William, Hartlepool, Fish Salesman. Sunderland. Pet Aug 15. Ord Aug 27. Exam Oct 8
 Bonsall, John Henry, Sheffield, Hay Dealer. Sheffield. Pet Aug 25. Ord Aug 27. Exam Oct 8 at 11.30
 Brock, Richard John, Bridgwater, Somerset, Draper. Bridgwater. Pet Aug 29. Ord Aug 29. Exam Sept 14 at 11
 Burstall, Edward John, Downton, Wilts, Gentleman. Salisbury. Pet Aug 8. Ord Aug 28. Exam Oct 16 at 12
 Cooper, Charles, Brynmawr, Brecon, Boot Dealer. Tredegar. Pet Aug 25. Ord Aug 25. Exam Sept 18 at 10.30 at County Court Office. Tredegar
 Craig, Robert, Bradford, Yorks, Jeweller. Bradford. Pet Aug 25. Ord Aug 27. Exam Oct 16 at 12
 Duncan, William, Middlesborough, Architect. Stockton on Tees and Middlesborough. Pet Aug 27. Ord Aug 27. Exam Sept 9
 Edwards, William Henry, Malvern Link, Worcestershire, Grocer. Worcester. Pet Aug 27. Ord Aug 27. Exam Sept 11 at 11
 Evans, Thomas, Tredegar, Mon, Grocer. Tredegar. Pet Aug 27. Ord Aug 28. Exam Sept 18 at 10.30 at County Court Office. Tredegar
 Fleming, William, Penarth, Glamorganshire, Outfitter. Cardiff. Pet Aug 8. Ord Aug 25. Exam Oct 7 at 2
 Glanville, Alfred James, Landport, Hampshire, Egg Merchant. Portsmouth. Pet Aug 26. Ord Aug 26. Exam Sept 14
 Harnden, John Edward, St Dunstan, nr Canterbury, Wheelwright. Canterbury. Pet Aug 27. Ord Aug 27. Exam Sept 11
 Hinsley, Robert, Carlton, nr Selby, Yorks, Wheelwright. York. Pet Aug 28. Ord Aug 28. Exam Sept 30 at 12 at Guildhall, York
 Irish, William Edwin, Sunderland, Electrical Engineer. Sunderland. Pet Aug 18. Ord Aug 24. Exam Aug 27 (since adjourned to Oct 6)
 Isaac, John, Sketty, nr Swansea, Builder. Swansea. Pet June 24. Ord July 20. Exam Aug 30
 Jenkins, John, and Eliza Jenkins, Merthyr Tydfil, Grocers. Merthyr Tydfil. Pet Aug 27. Ord Aug 27. Exam Sept 16
 Jones, Evan, Llandysul, Carmarthenshire, Shopkeeper. Carmarthen. Pet Aug 29. Ord Aug 29. Exam Sept 11
 Lewis, John, Cymmer, nr Maesteg, Glamorganshire, Grocer. Neath. Pet Aug 28. Ord Aug 28. Exam Sept 16 at 11.30 at Townhall, Neath
 Loader, James, Ryde, Isle of Wight, Butcher. Newport and Ryde. Pet Aug 25. Ord Aug 25. Exam Oct 7 at 10 at Townhall, Newport
 Lundy, Joseph, Sheffield, Watchmaker. Sheffield. Pet Aug 28. Ord Aug 28. Exam Oct 8 at 11.30
 Mellon, George, Blackburn, Lancashire, Professor of Music. Blackburn. Pet Aug 28. Ord Aug 29. Exam Sept 23 at 11.30
 Milner, John, Cardiff, Auctioneer. Cardiff. Pet Aug 24. Ord Aug 25. Exam Oct 7 at 2
 Mudd, Joseph, Liverpool, Boot Manufacturer. Liverpool. Pet Aug 15. Ord Aug 28. Exam Sept 10 at 11 at Court house, Government bldgs, Victoria st, Liverpool
 Orwin, William Francis, Newcastle on Tyne, Steamship Manager. Newcastle on Tyne. Pet Aug 27. Ord Aug 27. Exam Sept 10
 Paul, Thomas, Bradley, Stamfordshire, Shoemaker. Dudley. Pet Aug 25. Ord Aug 25. Exam Sept 17 at 11
 Peary, William, Sunderland, Licensed Victualler. Sunderland. Pet Aug 18. Ord Aug 27. Exam Oct 8
 Popplewell, Frederick, Droitwich, Worcestershire, Commercial Traveller. Worcester. Pet Aug 27. Ord Aug 27. Exam Sept 11 at 2.30
 Rees, Henry, Aberdare, Glamorganshire, Boot Maker. Aberdare. Pet Aug 27. Ord Aug 27. Exam Sept 16 at 11 at Temperance Hall, Aberdare
 Richardson, Charles, Grimsby, Lincolnshire, Printer. Gt Grimsby. Pet Aug 26. Ord Aug 26. Exam Sept 16 at 11 at Townhall, Gt Grimsby
 Speller, George, Writtle, Essex, Farmer. Chelmsford. Pet Aug 27. Ord Aug 27. Exam Sept 12 at 11 at Shirehall, Chelmsford
 Stevenson, George Grant, and Bernard May Soule, Liverpool st, Seed Crushers. High Court. Pet Aug 30. Ord Aug 30. Exam Oct 23 at 11 at 34, Lincoln's inn fields
 Stokes, Alice, Sedgley, Staffordshire, Widow. Dudley. Pet July 15. Ord Aug 25. Exam Sept 17 at 11
 Trott, Edwin Samuel, Gt Yarmouth, Licensed Victualler. Gt Yarmouth. Pet Aug 29. Ord Aug 29. Exam Sept 23 at 2.30 at Townhall, Gt Yarmouth
 Urquhart, W., Essex rd, Auctioneer. High Court. Pet July 2. Ord Aug 29. Exam Oct 23 at 11 at 34, Lincoln's inn fields
 Verrells, Frederick William, Hastings, Marine Store Dealer. Hastings. Pet Aug 28. Ord Aug 28. Exam Sept 21
 Watson, Thomas, The Parade, Lordship lane, Dulwich, Builder. High Court. Pet Aug 29. Ord Aug 29. Exam Oct 23 at 11 at 34, Lincoln's inn fields
 Whittaker, Robert, Blackburn, Lancashire, Gold Thread Manufacturer. Blackburn. Pet Aug 26. Ord Aug 27. Exam Sept 15 at 12
 White, Elizabeth, and Alexander Templeton, Middlesborough, Contractors. Stockton on Tees and Middlesborough. Pet Aug 19. Ord Aug 29. Exam Sept 9
 Winter, George, Instow, Devon, Gentleman. Barnstaple. Pet Aug 27. Ord Aug 27. Exam Sept 11 at 11 at Bridge Hall, Barnstaple
 The following amended notice is substituted for that published in the London Gazette of Aug. 28, 1885.
 Fenn, Norris, Tolleshunt D'Arcy, Essex, Farmer. Chelmsford. Pet Aug 25. Ord Aug 25. Exam Sept 12 at 11 at Shirehall, Chelmsford
- FIRST MEETINGS**
- Andrews, Matthew Henry, Worcester, Butcher. Sept 9 at 11. Official Receiver, Worcester
 Barnett, David, Long lane, West Smithfield, Ironmonger. Sept 8 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Bly, William Percy, Tring, Hertfordshire, General Dealer. Sept 9 at 11. County court, Aylesbury
 Brock, Richard John, Bridgwater, Somersetshire, Draper. Sept 10 at 10.30. Bristol Arms Hotel, Bridgwater
 Chadwick, Thomas Greenwood, Dewsbury, Yorks, Provision Dealer. Sept 8 at 10. Official Receiver, Bank chbrs, Batley

- Clark, George, Sheffield, Steel Merchant. Sept 9 at 11. Official Receiver, Figtree lane, Sheffield
 Cooper, George, Landport, Hants, Ironmonger. Sept 10 at 12. Official Receiver, 166, Queen st, Portsea
 Dicks, Leopold, Bishopsgate st Without, Merchant Tailor. Sept 8 at 1. 33, Carey st, Lincoln's Inn
 Duncan, William, Middlesborough, York, Architect. Sept 10 at 11. Official Receiver, 8, Albert rd, Middlesborough
 Edwards, William Henry, Malvern Link, Worcestershire, Grocer. Sept 10 at 11. Official Receiver, Worcester
 Fagan, George Henry William, St James's rd, Croydon, Colonel of Her Majesty's Bombay Infantry. Oct 27 at 3. Townhall, Croydon
 Fenn, Norris, Tolleshunt D'Arcy, Essex, Farmer. Sept 10 at 11. County Court, Maldon
 Glanville, Alfred James, Landport, Hants, Egg Merchant. Sept 14 at 11. Official Receiver, 166, Queen st, Portsea
 Hebbelthwaite, Joseph Whiteley, Greenheys, Manchester, Yarn Merchant. Sept 9 at 3. Official Receiver, Ogden's chmrs, Bridge st, Manchester
 Isaac, John, Sketty, nr Swansea, Builder. Sept 9 at 11. Official Receiver, 6, Rutland st, Swansea
 Jenkins, John, and Ellen Jenkins, Merthyr Tydfil, Grocers. Sept 10 at 12. Official Receiver, Merthyr Tydfil
 Jenkins, Richard, Gilfach Goch, Glamorganshire, Boot Maker. Sept 9 at 2.30. Official Receiver, Merthyr Tydfil
 Johnson, John Netherton, Worcestershire, Sugar Dealer. Sept 15 at 10. Official Receiver, Dudley
 Jones, Ben Charles, Warwick gdns, Retired Captain. Sept 11 at 11. Bankruptcy bldgs, Fossgate st, Lincoln's Inn fields
 Knaggs, Thomas, Scarborough, Draper. Sept 9 at 3. Official Receiver, 74, Newborough st, Scarborough
 Lane, James, Bollo bridge, Acton, Laundryman. Sept 8 at 11. 28 and 29, St. Swithin's lane
 Lester, James, Ryde, Isle of Wight, Butcher. Sept 9 at 11. Crown Hotel, Ryde, Isle of Wight
 Mathew, John Shepherd, Blakemere, Herefordshire, Farmer. Sept 12 at 2.30. Official Receiver, 2 Offa st, Hereford
 Michael, Joseph Jacob, Bishopsgate st, Timber Merchant. Sept 10 at 1. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields
 Orwin, William Francis, Newcastle on Tyne, Steamship Manager. Sept 10 at 2.30. Official Receiver, County chmrs, Westgate rd, Newcastle on Tyne
 Parlett, George, Crondall, Hampshire, Builder. Sept 9 at 1.30. Townhall, Farnham, Surrey
 Paul, Thomas, Bradley, nr Bilstion, Staffordshire, Shingler. Sept 17 at 10. Official Receiver, Dudley
 Petfield, Edward, Sheffield, Joiner. Sept 9 at 12. Official Receiver, Figtree lane, Sheffield
 Pollitt, Joseph, Widnes, Lancashire, Grocer. Sept 9 at 3. Official Receiver, 35, Victoria st, Liverpool
 Popplewell, Frederick, Droitwich, Worcestershire, Commercial Traveller. Sept 10 at 12. Official Receiver, Worcester
 Rees, Henry, Aberdare, Glamorganshire, Boot Maker. Sept 10 at 10.30. Official Receiver, Merthyr Tydfil
 Richardson, Charles, Great Grimsby, Lincolnshire, Printer. Sept 16 at 12.30. Official Receiver, 3, Haven st, Great Grimsby
 Speller, George, Writtle, Essex, Farmer. Sept 11 at 12.30. Shirehall, Chelmsford
 Stokes, Alice, Sedgeley, Staffordshire, Widow. Sept 17 at 10.30. Official Receiver, Dudley
 Studwell, William, Stamford, Lincolnshire, Tailor. Sept 11 at 1. White Hart Hotel, Thrapston
 Verrells, Frederick William, Hastings, Marine Store Dealer. Sept 8 at 2.30. Townhall chmrs, Hastings
 Whittaker, Robert, Blackburn, Lancashire, Gold Thread Manufacturer. Sept 10 at 2.30. County court house, Blackburn
 Whitwan, Alfred, Leeds, Glass Merchant. Sept 10 at 11. Official Receiver, 22, Park row, Leeds
 Wrench, James, Southport, Lancashire, Cabinet Maker. Sept 11 at 2. Official Receiver, 35, Victoria st, Liverpool
- ADJUDICATIONS.**
- Allott, Caleb, Stoke Prior, Worcestershire, Farmer. Worcester. Pet Aug 13. Ord Aug 27
 Barker, Alfred Horatio, Boston, Lincolnshire, Draper. Boston. Pet Aug 26. Ord Aug 28
 Barnard, Daniel, Middlesborough, Hardware Dealer. Stockton on Tees and Middlesborough. Pet Aug 14. Ord Aug 29
 Birmingham, Samuel, Sheffield, Licensed Victualler. Sheffield. Pet Aug 10. Ord Aug 27
 Bly, William Percy, Tring, Hertfordshire, General Dealer. Aylesbury. Pet Aug 5. Ord Aug 29
 Burne, Matthew, and Frederick Tomlin, Seymour pl, Marylebone, Glass Dealers. High Court. Pet Aug 20. Ord Aug 29
 Carter, John, Eastbourne, Carver. Lewes and Eastbourne. Pet July 25. Ord Aug 27
 Cayless, William Letts, Loughborough, Leicestershire, Outfitter. Leicester. Pet Aug 10. Ord Aug 27
 Chapman, Herbert Edward, Southport, Clerk in Holy Orders. Liverpool. Pet July 28. Ord Aug 29
 Clark, George, Sheffield, Steel Merchant. Sheffield. Pet Aug 21. Ord Aug 27
 Dearden, Mary Ann, Doncaster, Brick Manufacturer. Sheffield. Pet Aug 11. Ord Aug 27
 Delbridge, Fred, Kingsbridge, Devon, Grocer. East Stonehouse. Pet Aug 13. Ord Aug 27
 Duncan, William, Middlesborough, Architect. Stockton on Tees and Middlesborough. Pet Aug 27. Ord Aug 27
 Emerton, John Robert, Rickmansworth, Hertfordshire, Painter. St. Albans. Pet Aug 4. Ord Aug 26

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THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.

Capital £2,000,000, fully subscribed by more than 800 shareholders, £200,000 paid up.

The Company's loans are limited to first-class freehold mortgages. The Debenture issue is limited to the uncalled capital.

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Esq. Chairman of Colonial Board—

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The Directors are issuing Terminable Debentures bearing interest at 4 per cent. for three years, and 4½ per cent. for five years and upwards. Interest half-yearly by Coupons.

A. M. MITCHISON, Managing Director,

Leadenhall-buildings, Leadenhall-st., London, E.C.

- Foster, Richard, Ancoats, Manchester, Paint Manufacturer. Manchester. Pet July 9. Ord Aug 29
 Farthing, James Hugh, Leeds, Grocer. Leeds. Pet Aug 13. Ord Aug 27
 Forrester, Joseph, Wrexham, Denbighshire, Farmer. Wrexham. Pet Aug 6. Ord Aug 28
 Glanville, Alfred James, Landport, Hants, Egg Merchant. Portsmouth. Pet Aug 26. Ord Aug 29
 Hall, George, Liverpool, Slater. Liverpool. Pet July 21. Ord Aug 28
 Hawkins, John, Jun, Walsall, Bicycle Agent. Walsall. Pet Aug 14. Ord Aug 29
 Holland, Arthur Toone, Worthing, Gent. Brighton. Pet July 18. Ord Aug 27
 James, Edward, and Thomas Moes Lowe, Tipton, Staffordshire, Iron Manufacturers. Dudley. Pet May 12. Ord Aug 27
 Jenkins, John, and Ellen Jenkins, Merthyr Tydfil, Grocers. Merthyr Tydfil. Pet Aug 27. Ord Aug 28
 Jenkins, Richard, Gilfach Goch, Glamorganshire, Bootmaker. Pontypridd. Pet Aug 28. Ord Aug 29
 Johnston, Henry John, Larcher ter, Essex, Builder. High Court. Pet Aug 1. Ord Aug 28
 Jones, Evan, Llanidloes, Carmarthenshire, Shopkeeper. Carmarthen. Pet Aug 29. Ord Aug 29
 Langman, Thomas, Woolston, Hampshire, Grocer. Southampton. Pet Aug 11. Ord Aug 27
 Lovatt, John, Deptford, Coach Builder. Greenwich. Pet July 24. Ord Aug 27
 Massey, George, and George Hargreaves, Sefton pk, nr Liverpool, Builders. Liverpool. Pet July 24. Ord Aug 28
 Maynard, Robert, Leeds, Joiner. Leeds. Pet June 12. Ord Aug 27
 McGeorge, Mungo, Watling st, Warehouseman. High Court. Pet July 17. Ord Aug 28
 Milner, John, Cardiff, Auctioneer. Cardiff. Pet Aug 24. Ord Aug 25
 Mould, John Ezekiel, Gt Grimsby, Draper. Gt Grimsby. Pet Aug 13. Ord Aug 27
 Murrell, George, Walthamstow, Furniture Dealer. High Court. Pet Aug 21. Ord Aug 27
 Paul, Thomas, Bradley, Staffordshire, Shingler. Dudley. Pet Aug 25. Ord Aug 27
 Pickup, Alice, Accrington, Lancashire, Wine Merchant. Blackburn. Pet Aug 13. Ord Aug 28
 Rees, Henry, Aberdare, Glamorganshire, Bootmaker. Aberdare. Pet Aug 27. Ord Aug 27
 Scragg, William John, Nantwich, Cheshire, Wheelwright. Nantwich and Crewe. Pet Aug 11. Ord Aug 27
 Skinner, William Alfred, Banbury, Oxfordshire, Grocer. Banbury. Pet July 3. Ord Aug 25
 Thomlinson, Robert, and George Thomson, Liverpool, Steamship Owners. Liverpool. Pet Aug 6. Ord Aug 28
 Trett, Edwin Samuel, Gt Yarmouth, Licensed Victualler. Gt Yarmouth. Pet Aug 29. Ord Aug 29
 Watling, James, Attleborough, Norfolk, Licensed Victualler. Norwich. Pet Aug 14. Ord Aug 29
 White, Elizabeth, and Alexander Templeton, Middlesborough, Contractors. Stockton on Tees and Middlesborough. Pet Aug 19. Ord Aug 29
 Willson, Francis, Chichester, Fancy Warehouseman. Brighton. Pet Aug 22. Ord Aug 27

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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NOTICES TO CORRESPONDENTS.—All communications intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name and address of the writer.

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